



## BOARD OF PUBLIC WORKS & SAFETY MARCH 10, 2005 MINUTES

Mayor Henderson called the meeting to order at 8:32 a.m.

<b>PRESENT:</b>	Board members Warren Beville, Mayor Henderson, Kevin Hoover; Deputy Clerk Kathie Fritz; City Attorney Shawna Koons-Davis; and Director of Engineering Paul Peoni.
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Mr. Beville moved to approve the minutes of February 24<sup>th</sup>, with second by Mr. Hoover. Vote: Ayes.

Police Chief Joe Pitcher came forward to request permission to enter into negotiations with NEC Solutions of America, Inc. for the purchase of an automated fingerprint investigative system. This would allow a match with the State database. Chief Pitcher noted they have a January estimate of \$48,062. Other costs for maintenance and training, etc. will be known later. Mr. Beville moved to approve the fingerprint identification system for the Police Department. Second by Mr. Hoover. It will probably be a lease/purchase agreement. Vote: Ayes.

Pete Cleveland of TKC Properties appeared on behalf of Stone Bay Commercial to request acceptance of the relocated sanitary sewers. The old main was abandoned with the development of the Marsh Supermarket. Mr. Peoni gave a brief history, recalling that the final acceptance letter from the Sanitation Superintendent was dated June, 2003. Per the memo of March 10<sup>th</sup>, Mr. Hoover moved to:

- 1) Accept the relocated sanitary sewers subject to Keith Meier, Sanitation Superintendent approval at the Stones Bay Commercial site.
- 2) Accept three (3) year maintenance bond #535050 from Navigators Insurance Company in the amount of \$3,428.70 for the relocated sanitary sewers at the Stones Bay Commercial site.
- 3) Release performance bond #LPM 8222343 from Fidelity and Deposit Company of Maryland in the amount of \$5,000 for the relocated sanitary sewer line, being especially for the tie-ins to our existing sanitary sewer manholes that remained in place, all subject to:
  - a) Receipt and review of the revised maintenance bond by the City Attorney.
  - b) Receipt and review of the Original Owner's Certificate of Completion by the Engineering Department.
  - c) Receipt of a check in the amount of \$112.15 for the balance of the final sanitary sewer inspection fees.
  - d) Plat showing an easement for the relocated sanitary sewer line. A revised commercial plat has been recorded; however, there are just Johnson County signatures and no City of Greenwood signatures.

Second by Mr. Beville. Vote: Ayes.

Mr. Cleveland's next request was a second amendment to the Sewer Service Agreement for Stones Bay. He recalled that the condominium development was reduced from 100 units to 88 units. Under the private agreement between the two developers, the edu's for residential capacity were to be transferred to the commercial area, subject to the City's approval. Mr. Hoover moved to direct staff to take those measures necessary to prepare a second amendment to the Sewer Service Agreement, transferring capacity from the Stones Bay condominiums to the commercial lots and authorize the Mayor to sign. Second by Mr. Beville. Vote: Ayes.

For the Commons at the Enclave at Stones Crossing, Mr. Cleveland told the Board he thought the next request would be best viewed as an entirely separate matter. The only thing linking the two is that there were 15 Year Law fees paid under the Enclave at Stones Crossing Sewer Service Agreement, which had expired in the spring of 2004. The matter was before the Board last month. The Sewer Service Agreement for the Enclave at Stones Crossing was provided 41 edu's. Since the spring of 2004, Mike Allen sold that property, as well as contract rights to some adjoining land, said Mr. Cleveland, to an entity of which Mr. Glen Brizendine is a party. As part of that agreement, another party was to buy the limited geographic area Mr. Cleveland pointed out. Those two parties are in litigation. Since the Board meeting

last month, Mr. Cleveland has been talking with the parties and feels they still want to put together the deal, which would mean moving the capacity once reserved as part of the Enclave at Stones Crossing Sewer Service Agreement. Therefore, stated Mr. Cleveland, it could be that issues he has raised regarding transfer of the capacity would be moot, depending on what happens in the next month or so. There may be a scenario where the Board would discuss the different rights related to the capacity versus the 15 Year Law fees and the Sewer Availability (SAF) fees that have been paid by Mr. Allen for capacity he may not use.

Attorney Ray Goode, who represents the present owners of the approximately 15 acres under discussion (the former Enclave property), was invited to speak. He explained that the lawsuit is against the present owner and also Mr. Allen. When the Board last met the matter was continued so that our counsel could indicate to the Board whether the contract was still alive. The lawsuit has not been resolved at this point. Mr. Goode also mentioned that he understands there are multi-family dwellings planned, so the 41-unit development that has been talked about may well be 150+ units, either apartments or condominiums. Notwithstanding that, Mr. Goode indicated they have requested that capacity be committed to the same real estate. He told the Board that he and Mr. Cleveland do not want to get into a controversy concerning payment of SAF fees and repayment of 15 Year Law fees. Mr. Hoover noted that the Board has had opportunity to review the City Attorney's opinion on whether the Sewer Service Agreement is still valid. He concurred that the agreement expired by its own terms and that there is nothing to revive in that agreement. Mayor Henderson also agreed, and understands that the edu's (capacity) are back in the City's possession, meaning there is no capacity to transfer. After more discussion, Mr. Cleveland withdrew the matter from the agenda for the time being, with the understanding that they will probably go forward with the application for two new Sewer Service Agreements for the commercial and the residential areas.

Donna Smithers of Maurer & Smithers came forward to request acceptance of a sidewalk easement for Village Commons IV – Commercial Development at the southwest corner of State Road 135 and Smith Valley Road. Mr. Peoni confirmed that the documentation is in order. Mr. Beville moved to accept the sidewalk easement for Village Commons IV. Second by Mr. Hoover. Vote: Ayes.

For the National Bank of Indianapolis Joe Van Valer of Van Valer Law Firm asked for acceptance of performance guarantees, acceptance of the Inspection & Testing Agreement and acceptance of a sanitary sewer easement. Mr. Peoni confirmed that staff has all the original documents and clarified there is only one Inspection & Testing Agreement. All of the performance Letters of Credit are correct and counsel has approved the form. Mr. Hoover moved to:

- 1) Accept performance Letter of Credit #400086503 from the National Bank of Indianapolis Corporation in the amount of \$3,130.88 for the installation of sidewalks in the public right-of-way at the National Bank of Indianapolis site.
- 2) Accept performance Letter of Credit #400086501 from the National Bank of Indianapolis Corporation in the amount of \$3,754.30 for the installation of the erosion control at the National Bank of Indianapolis site.
- 3) Accept performance Letter of Credit #400086504 from the National Bank of Indianapolis Corporation in the amount of \$18,767.49 for the installation of the dirtwork and storm sewers at the National Bank of Indianapolis site.
- 4) Execute the Inspection & Testing Agreement for all improvements except sanitary sewer and ratify the acceptance of the 50% upfront fee for these inspection services at the National Bank of Indianapolis site.
- 5) Accept one (1) sanitary sewer easement along the northern property line of this site to cover an existing sanitary sewer that runs east/west along Smith Valley Road.

Second by Mr. Beville. Vote: Ayes.

Concerning University Park, Mr. Van Valer brought a request from the lender for an assignment of collateral for the SAF Agreement. Ms. Koons-Davis noted that it is a standard assignment form. Our rights are protected if University Park doesn't perform, the bank will have to perform. Mr. Hoover moved to authorize staff to take all steps necessary to execute the form and have the Mayor sign on the Board's behalf. Second by Mr. Beville. Vote: Ayes.

From the audience, Chris Long represented Republic Development, the developer of Bainbridge Subdivision. As part of the drainage plan for that subdivision, the developer plans to run a storm sewer line from the retention pond east into the legal drain south of County Road 750N. The drain line will require a 25' wide easement and be about 674 feet in length. They were required to get the County Surveyor's and the County Drainage Board's approval since the legal drain would be used. Negotiations

on the language of the easement at this point give the Drainage Board jurisdiction over the easement area itself, no additional connections can be made to the easement strip, and there can be no modifications to the drain line without the Drainage Board's approval. Mr. Long added that there was no restriction on drainage into the pond. There was discussion about who would be responsible for the maintenance of the easement and the line. Mr. Peoni brought up the possibility of other developers wanting to tie into the line, which could easily be done without creating any more capacity in the 30" line. Director of Operations Norm Gabehart shared the same concerns, that the pipe needs to be dedicated to the City so it would be ours to maintain and to protect the drainage. Ms. Koons-Davis indicated she would have more comfort if the language were more specific, if it is ultimately going to be the City's easement. Mr. Hoover moved to direct the City Attorney to work with Mr. Long and others necessary to draft language acceptable to the City for the easement, with the Mayor authorized to sign the completed agreement on the Board's behalf. Second by Mr. Beville. Vote: Ayes.

Chief Information Officer Rick Jones appeared to discuss the GEMS software agreement. He mentioned that funding was approved last year for the Sanitation Billing Office system to pay for maintenance through September, 2005. GEMS has issued another invoice that would extend that maintenance through the end of 2005. From there on the maintenance should run from January through December. Mr. Jones requested permission from the Board to approve spending out of the Sanitation fund for \$3,597.50 for the last three months of 2005. After that, noted Mr. Jones, the maintenance cost will either be included in his budget or the Clerk-Treasurer's budget. Mr. Beville moved to approve the request as described. Second by Mr. Hoover. Vote: Ayes.

Street Superintendent Greg Owens came forward to request approval of the purchase of paint for road striping this year. He requested quotes from Sherwin Williams, MGI and Perfection Paints. Sherwin Williams and MGI responded. The low quote, from Sherwin Williams for 1,050 gallons of white water borne paint and 750 gallons of yellow water borne paint, totaled \$11,340. Reflective beads were quoted at \$17/50-pound bag for the beads by Sherwin Williams (or \$5,100). MGI's price for the beads was \$14.50 for a 50-pound bag (or \$4,350). Mr. Owens recommended that the paint be purchased through Sherwin Williams and the beads through MGI. For paint, the quote from MGI totaled \$12,582. Mr. Hoover moved to accept the recommendation as described. Second by Mr. Beville. Vote: Ayes.

Mr. Owens next brought a quote on a used semi truck to transport paving equipment and the tub grinder for the Waste Management Department. He told the Board he had searched for about a month and the best price he could find on a truck they thought would be adequate, was \$15,200 through Fosters Truck Sales and Equipment. Todd Petty from Fleet Maintenance found no apparent problems with the vehicle. The truck is a 1995 Volvo with 300,000 miles. The Dyno test on the motor showed 90% efficiency. Mr. Beville moved to grant the request for purchase of the semi as described for \$15,200. Second by Mr. Hoover. Vote: Ayes.

On her Status of Tasks, Ms. Koons-Davis reported on the Johnson Western Utilities Case that the IURC did revoke the Certificate of Territorial Authority, so that area is open.

Concerning Wildwood Shores Utility Corporation, doing business as Aqua Indiana Application, wants to expand their service area. She asked for direction from the Board as to whether to take action, whether the City wants to be an intervening party to monitor their activity, or whether we want to pursue an agreement as we did with Johnson Western Utilities. Currently we have no plans to serve west of the White River, confirmed the Sanitation Superintendent. Wildwood wants to expand to the Johnson County line and the Marion County line up through Morgan County. Mr. Hoover suggested that the City of Greenwood monitor the situation. Mayor Henderson described the debate in the State legislature about the "Three Mile Rule" and said he was not sure we ought to have our name connected with this matter. In response to the Mayor, the City Attorney said that Aqua Indiana might not have to give us notice if they amend their application, since they have given us notice and we could have objected or could have participated. Mr. Hoover moved to engage Robert Scott to enter his appearance in the matter and report back to us any developments. Second by Mr. Beville. Vote: Ayes.

Ms. Koons- Davis reported that she had a telephone call from Bobbi Craft on behalf of her son Jared, who wants permission to paint house numbers on the curbs in the Brewer Subdivision as an eagle scout project. She asked for direction from the Board, as a minor would be in the right-of-way. Ms. Koons-Davis assumes this would be done at the request of the homeowner and recalled that our insurance carrier is not enthusiastic about our permitting people to do that. Mr. Beville moved to deny the request due to insurance concerns, and offered to consider assistance with another project. Second by Mr. Hoover. Vote: Ayes (Mayor – abstained).

On his Status of Tasks, Mr. Peoni presented Inspection & Testing Agreements for University Park, Section 5. At his recommendation, Mr. Hoover moved to accept the Inspection & Testing Agreements for sanitary sewer and for all other improvements and to ratify acceptance of the 50% fees. Second by Mr. Beville. Vote: Ayes.

Mr. Peoni brought the same kind of request for University Park, Section 6, for their Inspection & Testing Agreements. Mr. Beville moved to accept the Inspection & Testing Agreements for University Park, Section 6, and to ratify acceptance of the 50% fee. Second by Mr. Hoover. Vote: Ayes.

For the Johnny Carinos Restaurant Project, which involves demolishing the Ponderosa Restaurant at U.S. Highway 31 and Loews Boulevard, Mr. Peoni presented the performance guarantees and the Inspection & Testing Agreement. Mr. Hoover moved to accept these as follows:

- 1) Accept official check# 300703561 from Key Bank in the amount of \$23,733 for the installation of the dirtwork, storm sewers and erosion control.
- 2) Accept official check# 300703562 from Key Bank in the amount of \$2,375 for the installation of the sidewalks.
- 3) Accept Official check# 300703563 from Key Bank in the amount of \$4,428 for the installation of the improvements to the entrance along Loews Boulevard.
- 4) Accept the Inspection & Testing Agreement and ratify acceptance of the 50% fee, subject to final review and approval by the Engineering Department.

Second by Mr. Beville. Vote: Ayes.

Also on the Johnny Carinos site, they are asking for a waiver of the detention requirement. Right now there is all hard surface, and Mr. Peoni indicated that the drainage would be improved, because they are adding a grass area and landscaping. At Mr. Peoni's recommendation, Mr. Beville moved to grant the waiver of the detention requirement. Second by Mr. Hoover. Vote: Ayes.

Mr. Peoni discussed the bid opening for the Northern Park Addition Street and Sanitary Sewer Reconstruction Project on March 8<sup>th</sup>. Eleven sets of plans and specifications were picked up. Four companies submitted bids. Base bids were listed on the handout. The apparent low bidder is Calumet Asphalt & Paving, reported Mr. Peoni. However they have entered into a joint venture with C C & T Construction. A clause in the specifications says that the bidder shall complete at least 51% of the work contained in the contract. The reason for the 51% clause stated Mr. Peoni, was that in years past there have been instances where a company bid on a project, was awarded the project and then gave the entire project to a subcontractor to complete, and this has created difficulties during construction. He went on to explain that C C & T would be doing a majority of the concrete work and Calumet would be doing the asphalt work. There would be a subcontractor to do the sanitary sewer work, but that involves less than 50% of the project. Mr. Peoni was told the subcontractor for the sanitary sewer would be Atlas Excavating, currently doing work on the Eastside Interceptor, Phase IIA. The City Attorney needs to review the paperwork for this joint venture. Both companies have done work for the City in the past. Mr. Peoni told the Board that the bids for the street and the sidewalk portion are below the engineer's estimate, although the sanitary sewer portion has come in somewhat higher than anticipated. Mr. Hoover moved to award the contract for the Northern Park Addition Street and Sanitary Sewer Reconstruction Project to Calumet Asphalt Paving Company and C C & T Construction, based on the fact that they appear to be the lowest responsive and responsible bidder, subject to the City Attorney's review of all of the qualifications and confirmation that they are the responsible bidder and also making certain that available funding is in place. Second by Mr. Beville. Vote: Ayes.

Human Resources Director Carolyn Gaier brought to the Board a product from St. Francis Hospitals & Health Centers called Premier Healthway. St Francis has packaged their new cardiac center into their own network. They are offering special discounts for this program to any employer wanting to participate. Ms. Gaier commented that for the employer this program would give predictable costs for different procedures, controls the cost assists with re-insurance and reduce our claims experience. For the employee, benefits include no deductible for case rate procedures, no coinsurance for case rate procedures, no co-payments for case rate procedures and discounted prevention and wellness programs. The fee is .65 per employee per month, said Ms. Gaier, who added that this also covers dependents 18 and over who are on the City's plan. There is fixed pricing for 12 cardiovascular procedures (13 counting out-patient catheterization). The fixed pricing includes hospital and physician charges and a 25% discount for wellness services at St. Francis, noted Ms. Gaier, and the program can be implemented at any time. She distributed a brochure that gives an overview of the program, including frequently asked questions and a list of the 12 case rate procedures. Ms. Gaier mentioned that the highest claim in 2004

was for a heart patient, with the claims totaling \$460,000. This is the third year the program has been in place. Ms. Gaier thought the Board needs to consider the program and will address questions at the next meeting. She confirmed that the cost of .65 per month per employee is a flat fee and again went over the benefits for both the employer and the employee. She offered to have the representative from St. Francis at the next meeting.

Mr. Beville moved to approve the claims as presented through March 10<sup>th</sup>. Second by Mr. Hoover. Vote: Ayes.

Mayor Henderson discussed a project proposed by Greg Allen called Honey Creek Commons, east of Honey Creek Road and north of Cutsinger Road (Bright Farm). They are asking permission not to build the extension of Stop 18 Road that would extend through their property. The Parks Board has no objection to the extension going through proposed park land, reported the Mayor. The Mayor asked direction from the Board, as normally we would require the developer to build the road. One suggestion was a restrictive donation, but so far the developer has not responded favorably to that idea. Mr. Hoover moved to require the developer build the road extension. Second by Mr. Beville. Vote: Ayes. Mayor Henderson asked Mr. Peoni to contact Ken Zumstein with the vote.

With no further business, the meeting adjourned at 10:05 a.m.